

LAW OFFICES
JENNER & BLOCK, LLC

601 THIRTEENTH STREET, N.W.
SUITE 1200 SOUTH
WASHINGTON, D.C. 20005

FIRM: (202) 639-6000
FAX: (202) 639-6066

RECEIVED

NOV 27 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

JODIE L. KELLEY

DIRECT DIAL: 202-639-6058
INTERNET ADDRESS: jkelley@jenner.com

November 27, 2001

DOCKET FILE COPY ORIGINAL

Magalie R. Salas, Esq.
Federal Communications Commission
Office of the Secretary
The Portals
445 12th St. S.W.
Room TWB 204
Washington, D.C. 20554

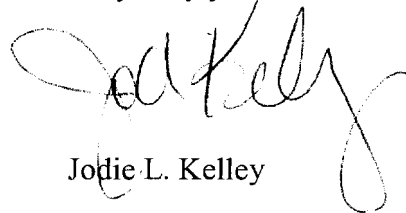
RE: Docket Nos. 00-218 /

Dear Ms. Salas:

Enclosed for filing in the above captioned docket, please find an original and four copies of "Motion to Strike of WorldCom, Inc.," Also enclosed are eight copies for the arbitrator. An extra copy is enclosed to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,



Jodie L. Kelley

encl.

No. of Copies rec'd 074
List ABCDE

CHICAGO OFFICE
ONE IBM PLAZA
CHICAGO, IL 60611
FIRM: (312) 222-9350
FAX: (312) 527-0484

DALLAS OFFICE
3150 BANK ONE CENTER
1717 MAIN STREET
DALLAS, TX 75201
FIRM: (214) 746-5700
FAX: (214) 746-5757

LAKE FOREST OFFICE
ONE WESTMINSTER PLACE
LAKE FOREST, IL 60045
FIRM: (847) 295-9200
FAX: (847) 295-7810

RECEIVED

NOV 27 2001

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)
_____)

CC Docket No. 00-218

**MOTION TO STRIKE
OF WORLDCOM, INC.**

WorldCom, Inc. ("WorldCom") hereby submits a motion to strike certain contract provisions proposed by Verizon Virginia, Inc. ("Verizon") for the first time in the November 2, 2001 Joint Decision Point List ("November JDPL").¹ As set out in detail below, Verizon purported to inject these provisions into the arbitration process *after* written testimony had been submitted and after the arbitration hearing had concluded. If the Commission were to accept these new proposals, WorldCom would be deprived of the opportunity to put any evidence onto the record in response. This would violate both the Administrative Procedures Act, 5 U.S.C. § 706 ("APA"), and the Due Process Clause of the Fifth Amendment to the United States Constitution. It would also be fundamentally unfair to WorldCom which has acted in accordance

¹ In some cases, Verizon has proposed entirely new provisions. In some cases, it has substantively altered existing provisions.

with the Commission's rules and relied on the proposed language submitted by Verizon prior to the hearings.

WorldCom has attached, as Exhibits A - F, tables which indicates, by category and by issue number, the new language that Verizon purported to introduce in the November DPL. For ease of reference, this language has been placed next to the language Verizon proposed in its September JDPL – the purported “final” JDPL – with the new or altered language italicized. WorldCom has *not* included language changes which are non-substantive, or are designed to make a proposal internally consistent. Instead, WorldCom has included only substantive changes that should not be considered by the Commission in this proceeding.²

I. Background

On January 19, 2001, the Commission released both the WorldCom Preemption Order, *In the Matter of Petition of WorldCom, Inc. for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996 and for Arbitration of Interconnection Disputes with Verizon-Virginia, Inc.*, Memorandum Opinion and Order, CC Docket No. 00-218, FCC 01-20 (rel. Jan. 19, 2001), and the Arbitration Proceedings Order, *Procedures for Arbitrations Conducted Pursuant to Section 252(e)(5) of the Communications Act of 1934, as amended*, Order, FCC 01-21 (rel. Jan. 19, 2001), which established procedures for the arbitration at issue. On February 1, 2001, the Commission issued a Public Notice setting forth additional procedures that would apply to the instant arbitrations. *Procedures Established for Arbitration of Interconnection Agreements Between Verizon, AT&T, Cox and WorldCom*, Public Notice, CC Docket Nos. 00-218, 00-249, 00-251, DA 01-270 (rel.

² WorldCom notes that Cox has also filed an Objection and Request for Sanctions, based on new proposals included

Feb. 1, 2001) (“Feb. 8 Order”). Of relevance here, the parties were to file a petition and a response. The Public Notice also required the parties to submit Decision Point Lists which were to include, *inter alia*, “[e]ach party’s proposed contract language.” *Id.* at 7.

WorldCom filed its petition for arbitration on April 23, 2001. With respect to each issue, WorldCom set forth its statement of the issue as well as the specific contract language that it proposed to resolve each issue. Verizon filed its response on May 31, 2001. Although Verizon referred to specific contract language with respect to certain issues, with respect to other issues it included only a general response to WorldCom’s position.

On June 22, 2001, the parties filed their first DPLs. Because Verizon had not consistently indicated the specific contract language it proposed in its Response, WorldCom addressed its testimony on each issue to the specific language Verizon proposed in the DPL for each issue.

During August, 2001, the parties engaged in supervised mediation. During the mediation, some issues were resolved, while others were narrowed. In September, 2001, the parties filed revised DPLs which reflected the whole or partial resolution of certain issues, and included citations to relevant testimony in support of their positions. It was the contract language in the September DPL that WorldCom used to prepare its cross-examination of Verizon witnesses at the hearing. Counsel for WorldCom specifically noted that the DPL was the document on which it relied in preparing cross-examination, and indicated that if any language needed to be added to the DPL to make it complete, WorldCom would not object *so long as WorldCom had the opportunity to submit evidence with respect to the language.* See, e.g., Tr.

in the November DPL. WorldCom concurs in Cox’s objections and, to the extent the Commission deems sanctions appropriate, joins Cox’s request.

10/03/01 at 70-72; *see also Id.* at 73-74 (“I want to make sure as petitioners we ask you about any language that you are proposing [that] is relevant. We are relying on what you provide to us. If there is anything else, I would ask you to check . . . and let us know what you’re proposing, and we will . . . submit any questions we have.”). With the exception of one new proposal entered into evidence, Verizon did not proffer different contract language during the hearing.

At the close of the hearing, Commission staff asked for another DPL to be provided that reflected all resolved issues, and that included *only* proposed contract language (as opposed to contract language and the parties’ corresponding rationale). Based on a concern that Verizon would use this opportunity to alter its proposals, counsel for WorldCom again expressed WorldCom’s understanding that the November DPLs were not to contain new proposals. Both Commission staff and counsel for Verizon concurred in that understanding.

On November 5, 2001, the parties filed revised DPLs. In reviewing those submissions, WorldCom noticed a number of errors in the DPL submitted by Verizon. In particular, WorldCom noticed that, in some circumstances, the parties had reached agreement on issues at various stages – including in Verizon’s initial Response, during mediation, and in negotiations that occurred outside of mediation -- that was not reflected in the DPL. *See, e.g.*, Issue IV-23 (Verizon proposed language different to that agreed to in mediation). In other cases Verizon has included language with respect to one issue that is not relevant to that issue, and is inconsistent with what has been agreed to with respect to a resolved issue. *See, e.g.*, Issues IV-85 and III-18 (Verizon proposed a choice of law provision different from that which was agreed to under Issue IV-105 (choice of law)).³

³ WorldCom will address these errors in its reply Brief, which is currently due December 5, 2001. WorldCom also

Of most concern, however, were the numerous new proposals Verizon had inserted into its DPL. As the attached Exhibit demonstrates, Verizon has suggested new contract provisions on over 30 issues. Because this is inconsistent with the Commission's procedural orders, the requirements of the APA, the Fifth Amendment, and with notions of fundamental fairness, WorldCom submits this Motion to Strike.

II. The Due Process Clause of the Fifth Amendment, the Administrative Procedure Act, and this Commission's Procedural Order All Require that Verizon's New Proposals be Stricken

The Due Process Clause of the Fifth Amendment of the U.S. Constitution requires that a party not be deprived of "life, liberty, or property without due process of law."⁴ In the context of agency decisionmaking, this requires a party to be given an opportunity to respond to proposals, and evidence submitted in support of such proposals. The Administrative Procedures Act imposes similar requirements. Because Verizon has attempted to alter its proposals after the time within which WorldCom can submit evidence and cross-examine Verizon's witnesses, both the Due Process Clause and the APA require that such proposals be struck. Indeed, if the Commission were to consider them at this juncture, that decision would constitute reversible error.

Almost seven decades ago, the Supreme Court recognized that "[t]he right to a hearing embraces not only the right to present evidence, but also a reasonable opportunity to know the claims of the opposing party and to meet them." *Morgan v. United States*, 304 U.S. 1, 18 (1938). The Court recently reiterated the critical importance of a party's ability to fairly address relevant

just received Verizon's proposed contract. Although WorldCom has not yet been able to review it carefully, it is reasonable to assume that it contains these same errors, as well as others not yet discovered.

⁴ U.S. Const. amend V.

claims in *Bowman Transp., Inc. v. Arkansas-Best Freight System, Inc.*, 419 U.S. 281 (1974), stating:

A party is entitled, of course, to know the issues on which decision will turn and to be apprised of the factual material on which the agency relies for decision so that he may rebut it. Indeed, the Due Process Clause forbids an agency to use evidence in a way that forecloses an opportunity to offer a contrary presentation.

Id. at 288 n.4; *see also Ralpho v. Bell*, 569 F.2d 607, 628 (D.C. Cir. 1977) (“[a]n opportunity to meet and rebut evidence utilized by an administrative agency has long been regarded as a primary requisite of due process”).

Similar requirements are imposed by the Administrative Procedures Act. The APA provides, *inter alia*, that a “reviewing court shall ... (2) hold unlawful and set aside agency action, findings, and conclusions found to be - (A) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law... [or] (E) unsupported by substantial evidence in a case subject to sections 556 and 557 of this title or otherwise reviewed on the record of an agency hearing provided by statute.”⁵ Encapsulated within these mandates is a requirement that the facts on which an agency bases its decision are sufficient, and that other parties have had the opportunity to respond to such submissions. *See generally City of New Orleans v. SEC*, 969 F.2d 1163, 1167 (D.C. Cir. 1992); *accord CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1159-60 (D.C. Cir. 1987) (“A precept fundamental to the administrative process is that a party have an opportunity to refute evidence utilized by the agency in decisionmaking affecting his or her rights.”).

⁵ 5 U.S.C. §§ 706(2)(A), 706(2)(E).

Were the Commission to allow Verizon to introduce new proposals at this late stage, both the Due Process Clause and the APA would be violated. First, WorldCom has had no reasonable opportunity to address Verizon's proposals.⁶ WorldCom has had three opportunities to present evidence: 1) direct pre-filed testimony; 2) rebuttal pre-filed testimony; and 3) at the hearings held in this matter. No other opportunity has been afforded by the Commission. Because Verizon's proposals have been injected *after* each of these opportunities have passed, if Verizon's language is accepted, WorldCom will literally have no ability to present evidence refuting Verizon's positions.

Moreover, allowing Verizon to alter its proposals *after* all testimony has been submitted, and *after* the hearings in this matter have concluded would be fundamentally arbitrary and capricious. Indeed, it would render these proceedings largely irrelevant with respect to these new proposals. In reliance on the fact that Verizon's pre-hearing submissions represented Verizon's actual proposal, WorldCom filed direct testimony, rebuttal testimony, developed cross-examination and participated in hearings based on those specific proposals and the specific language contained in the September DPL. If Verizon's new language is considered, this exercise will have been of little value because the language on which all parties (and the Commission) focused is no longer at issue.

In addition to violating due process requirements and being arbitrary and capricious, Verizon's attempt to inject new proposals at this point also violates the Commission's procedural order. In that Order, the Commission made clear new evidence could not be introduced even *during the hearing* (much less *after the hearing*): "No party may introduce an exhibit (including

⁶ Although WorldCom can, and will attempt to, address these proposals in its reply brief, WorldCom has had no

expert reports) or call a witness *unless the exhibit or witness was identified in that party's pre-hearing submission*, except for good cause shown.” Feb. 8 Order at 8 (emphasis added). This makes clear that, at a minimum, the parties’ proposals should have come to rest by the time the hearing began.

In short, there is simply no excuse for Verizon’s current attempt to alter the proposals it has made during the course of the arbitration. This case proceeded in a straightforward manner, on two parallel tracks. First, ongoing settlement negotiations provided the parties an opportunity to work to resolve unresolved issues. This was, and is, a dynamic process in which language offered in negotiations was often offered in conjunction with other language and/or some concession by a party. That process has not, however, resolved all of the issues. And for those issues that were not resolved, the process was clear. Each party was directed to file formal pleadings that reflected their proposals; each party was directed to file written testimony supporting their proposal and critiquing the other party’s proposal; and each party was entitled to cross-examine the other’s witnesses. For this process to be viable, the proposal at issue must be clear and known to the other party. Verizon had ample opportunities to make its proposals known: in its response to WorldCom’s petition, in its initial DPL, or even in its initial testimony. That phase, however, is over. Verizon simply cannot be allowed to change its proposals at this late date.

III. Conclusion

For the foregoing reasons, WorldCom respectfully urges the Commission to strike the substantive alterations Verizon made to the November JDPL, as reflected in the attached Exhibit.

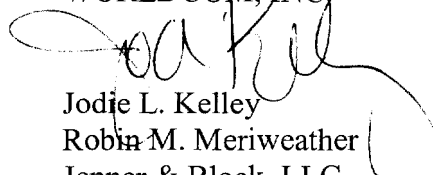
opportunity to submit facts onto the record. Such a factual submission is, however, a critical component of pressing a claim.

Lisa B. Smith
Kecia Boney Lewis
Dennis Guard
WorldCom, Inc.
1133 19th Street N.W.
Washington, D.C 20036

Allen Freifeld
Kimberly Wild
WorldCom, Inc.
1133 19th Street, N.W.
Washington, D.C. 200036

Respectfully submitted

WORLD COM, INC



Jodie L. Kelley
Robin M. Meriweather
Jenner & Block, LLC
601 13th Street, N.W.
Washington, D.C. 20005

CERTIFICATE OF SERVICE

I do hereby certify that true and accurate copies of the foregoing “Motion to Strike of WoldCom, Inc.” were delivered this 27th day of November, 2001 via federal express and regular mail to:

Karen Zacharia
David Hall
Verizon-Virginia, Inc.
1320 North Courthouse Road
8th Floor
Arlington, VA 22201
** By Federal Express*

Richard D. Gary
Kelly L. Faglioni
Hunton & Williams
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219-4074
** By Federal Express*

Catherine Kane Ronis
Wilmer, Cutler & Pickering, LLP
2445 M Street, NW
Washington, DC 20037-1420
**By Federal Express*

Lydia Pulley
600 East Main Street
11th Floor
Richmond, VA 23219
** By Federal Express*

Mark Keffer
AT&T Corporation
3033 Chain Bridge Road
Oakton, Virginia 22185
** By Regular Mail*

J.G. Harrington
Dow, Lohnes & Albertson
1200 New Hampshire Ave., N.W.,
Suite 800
Washington, D.C. 20036
** By Regular Mail*


By: 
Jodie L. Kelley

Exhibit A – Verizon’s DPL Language for UNEs

Comparison of Verizon’s UNE JDPL Language in the September JDPL and November JDPL. New/modified language is shown in italics.

Issue Number	Verizon’s September JDPL Language	Verizon’s November JDPL Language
III-6	<p>4. Applicable Law</p> <p>4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State [Commonwealth] of [STATE], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.</p> <p>4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.</p> <p>4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.</p> <p>4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party’s ability to perform its obligations under this Agreement.</p> <p>4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make</p>	<p>UNE Attachment</p> <p><i>1. General</i></p> <p><i>1.1 Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon’s applicable Tariffs) and the requirements of Applicable Law, access to Verizon’s Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.</i></p> <p><i>1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon’s network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon’s network. Consistent with the foregoing, should ** CLEC engage in a pattern of behavior that suggests that ** CLEC either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling ** CLEC to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services in order to induce Verizon to construct facilities that **CLEC then converts to UNEs or Combinations, then Verizon will provide</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.</p> <p>4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.</p> <p>4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to **CLEC hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and **CLEC shall reimburse Verizon for any payment previously made by Verizon to **CLEC that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to **CLEC of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.</p> <p><u>UNE Attachment</u></p> <p>1.4 Notwithstanding any other provision of this Agreement:</p> <p>1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered</p>	<p>written notice to **CLEC that its actions suggest that **CLEC is engaged in a pattern of bad faith conduct. If **CLEC fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, within thirty (30) calendar days advance written notice to **CLEC, to institute an embargo on provision of new services and facilities to **CLEC. This embargo shall remain in effect until **CLEC provides Verizon with adequate assurance that the bad faith conduct shall cease. Should **CLEC repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of this Agreement that address default.</p> <p>1.3 **CLEC may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC. Without limiting the foregoing, **CLEC may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC in order to allow **CLEC to provide such Exchange Access services.</p> <p>1.4 Notwithstanding any other provision of this Agreement:</p> <p>1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to **CLEC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>under this Agreement to **CLEC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.</p> <p>1.4.2 Verizon shall not be obligated to provide to **CLEC, and **CLEC shall not request from Verizon, access to a proprietary advanced intelligent network service.</p>	<p>mutually agreed by the Parties.</p> <p>1.4.2 Verizon shall not be obligated to provide to **CLEC, and **CLEC shall not request from Verizon, access to a proprietary advanced intelligent network service.</p> <p><i>1.5 If Verizon terminates its provision of a UNE or a Combination to **CLEC pursuant the terms of this Agreement and **CLEC elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with **CLEC to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of **CLEC; and, (b) **CLEC shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.</i></p> <p><i>1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to **CLEC on an unbundled basis.</i></p> <p><i>1.7 Except as otherwise expressly stated in this Agreement, **CLEC shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation node by means of a Cross Connection.</i></p> <p><i>16. Combinations</i></p> <p><i>16.1 Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p><i>Combination to **CLEC. Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form. To the extent required by Applicable Law, such combinations may include the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of this Agreement and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.</i></p> <p><i>16.1.1 UNE Platform ("UNE-P") is a combination of a Loop, (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no collocation requirement associated with **CLEC's access of UNE-P as defined herein.</i></p> <p><i>16.1.1.1 Subject to the conditions set forth in Section 1 and this Section 16.1, **CLEC may order, and Verizon shall make available, the following two (2) classes of UNE-P combinations, neither of which is subject to the conditions set forth in the Network Element Bona Fide Request Process Exhibit:</i></p> <p><i>i) Migration -- The transfer of existing retail business or residence service of a Verizon Customer to the already combined UNEs that comprise the underlying retail service.</i></p> <p><i>ii) New -- The connection of a previously combined unbundled Loop and unbundled Local Switching port (to a specific business or residence end user customer) for the provision of local exchange and associated switched</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p>exchange access service.</p> <p><i>16.1.2 Enhanced Extended Link ("EEL") consists of a Combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing, if required.</i></p> <p><i>16.1.3 Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require **CLEC to collocate. The Extended Dedicated Trunk Port is dedicated to the use of **CLEC in its provisioning of local exchange and associated exchange access service.</i></p>
III-7	<p>UNE Attachment</p> <p>1.1 Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.</p>	<p>UNE Attachment</p> <p>See Verizon contract language in support of Issue III-6</p> <p><i>3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.</i></p> <p><i>3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to **CLEC Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to **CLEC:</i></p> <p><i>3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If **CLEC does not request a coordinated cutover, Verizon will process **CLEC's order as a new installation subject to applicable standard provisioning intervals.</i></p> <p><i>3.17.1.2 **CLEC shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p>valid electronic Local Service Request ("LSR"). Verizon agrees to accept from **CLEC the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, **CLEC and Verizon shall mutually agree on a New Conversion Time, as defined below. **CLEC shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide **CLEC the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.</p> <p>3.17.1.3 **CLEC shall provide dial tone at the **CLEC Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.</p> <p>3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.</p> <p>3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p>3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from **CLEC; and</p> <p>3.17.1.5.2 If **CLEC requests to reschedule outside the one (1) hour time frame above, **CLEC shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.</p> <p>3.17.1.6 If **CLEC is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and **CLEC will reschedule and, upon request from **CLEC, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</p> <p>3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to **CLEC is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.</p> <p>3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").</p> <p>3.17.1.9 If **CLEC requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p data-bbox="1108 261 1715 294">17. Conversion of Special Access Services to EELs</p> <p data-bbox="1108 327 1761 450">17.1 To the extent required by Applicable Law, Verizon shall permit **CLEC to convert eligible special access services to EELs in accordance with applicable state and federal requirements for such conversions.</p> <p data-bbox="1108 484 1768 731">17.2 When an existing special access service employed by **CLEC is eligible to be converted to EELs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon mutual agreement of both Parties, e.g., in the event that the conversion cannot be accomplished without disconnecting, separating, or altering such equipment or facilities.</p> <p data-bbox="1108 764 1774 1285">17.3 **CLEC may request the conversion of an existing eligible special access service to an EEL by submitting a written electronic notice pursuant to the conversion guidelines as published by Verizon in electronic form on its Wholesale Services web site. Conversion guidelines, sample certification forms and the data template for the circuit information required to process conversion requests are also published by Verizon in electronic form on its Wholesale Services web site. The conversion circuit data template published and made available by Verizon in electronic form must be populated and submitted by **CLEC to Verizon when initiating a conversion request. **CLEC shall not be required to submit Local Service Requests for conversion of eligible special access services to **CLEC. To the extent technically feasible, Verizon shall facilitate all conversions requested by **CLEC without disruption of service and as described in Section 17.2.</p> <p data-bbox="1108 1318 1757 1442">17.4 Verizon agrees that with respect to all conversions of eligible special access services to EELs, the conversion order shall have an effective bill date of the first day of the calendar month following Verizon's receipt of</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p>written electronic notice of such valid request. Recurring charges set forth in the Pricing Attachment of this Agreement applicable to each unbundled Network Element that comprises the EEL arrangement shall apply as of such date. In addition, the EEL test charge applies on a monthly recurring basis to each EEL loop as set forth in the Pricing Attachment. Verizon shall bill **CLEC pro rata for the special access service being converted through the day prior to the effective bill date of the conversion.</p>
III-8	<p>UNE Attachment</p> <p>1.7 Except as otherwise expressly stated in this Agreement, **CLEC shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation node by means of a Cross Connection.</p> <p>6. Inside Wire</p> <p>6.1 <u>House and Riser.</u></p> <p>Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to **CLEC access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where</p>	<p>UNE Attachment</p> <p>See Verizon contract language, Sections 1.1 -1.7, in support of Issue III-6. See also Verizon contract language in support of Issue III-11 (Subloops) and IV-19 (NID). See also contract language dealing with the Bona Fide Request Process to which Verizon and AT&T and WorldCom, respectively, have agreed, at Section 13.3 of the UNE Attachment to the WorldCom Agreement, and at Exhibit B of the AT&T Agreement.</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>such facility is available. Verizon shall not reserve a House and Riser Cable for **CLEC. **CLEC may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide **CLEC with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.</p> <p>**CLEC must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:</p> <p>6.1.1 **CLEC shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.</p> <p>6.1.2 If suitable space is available, **CLEC shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.</p> <p>6.1.3 **CLEC's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that **CLEC's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.</p> <p>6.1.4 **CLEC shall identify its terminal block and equipment as a **CLEC facility.</p> <p>6.2 To provide **CLEC with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for **CLEC, (c) secure space for **CLEC in any building, (d) secure access to any portion of a building for **CLEC or (e) reserve space in any building for **CLEC.</p>	

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>6.3 **CLEC must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to **CLEC service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to **CLEC's termination block, and Verizon shall determine how to perform such installation. **CLEC shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to **CLEC in accordance with **CLEC's order for such services.</p> <p>6.4 If a **CLEC compatible connecting block or spare termination on **CLEC's connecting block is not available at the time of installation, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.</p> <p>6.5 Verizon shall perform all installation work on Verizon equipment. All **CLEC equipment connected to a House and Riser Cable shall comply with applicable industry standards.</p> <p>6.6 Verizon shall repair and maintain a House and Riser Cable at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then</p>	

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>**CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</p>	
III-9	<p>9.1 <u>Local Switching.</u></p> <p>9.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports). Plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).</p> <p>9.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.</p> <p>9.1.3 **CLEC may request activation or deactivation of features on a per-port basis at any time, and shall compensate</p>	<p><i>See Verizon contract language, Section 1.1, in support of Issue III-6.</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>Verizon for the non-recurring charges associated with processing the order. **CLEC may submit a Bona Fide Request in accordance with Section 13.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of **CLEC to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.</p>	
III-10-4	[no language]	<p>2. <i>Verizon's Provision of UNEs</i></p> <p><i>Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC access to the following:</i></p> <p>2.1 <i>Loops, as set forth in Section 3;</i></p> <p>2.2 <i>Line Sharing, as set forth in Section 4</i></p>
III-11	<p>5.1 Sub-Loop. Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide **CLEC with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 5 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide **CLEC with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.</p> <p>5.2 **CLEC may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and</p>	<p>5. Sub-loop</p> <p>5.1 Sub-Loop. Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide **CLEC with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 5 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide **CLEC with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>NID if no drop and NID are available or provide **CLEC with access to a drop and NID that, at the time of **CLEC's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in **CLEC being responsible for the cost of installing the drop.</p> <p>5.3 **CLEC may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if **CLEC is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of **CLEC at such enclosure. To obtain access to a Sub-Loop, **CLEC shall install a COPIC on an easement or Right of Way obtained by **CLEC within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a **CLEC COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. **CLEC shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.</p> <p>5.4 **CLEC may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to **CLEC, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.</p>	<p>5.2 **CLEC may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide **CLEC with access to a drop and NID that, at the time of **CLEC's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in **CLEC being responsible for the cost of installing the drop.</p> <p>5.3 **CLEC may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if **CLEC is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of **CLEC at such enclosure. To obtain access to a Sub-Loop, **CLEC shall install a COPIC on an easement or Right of Way obtained by **CLEC within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a **CLEC COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. **CLEC shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.</p> <p>5.4 **CLEC may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to **CLEC, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>5.5 To order access to a Sub-Loop, **CLEC must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a **CLEC COPIC. To make such a request, **CLEC must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which **CLEC wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of **CLEC's demand for access to Sub-Loops at the requested FDI. **CLEC must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. **CLEC must submit Sub-Loop Interconnection Applications to:</p> <p>[Former Bell Atlantic services areas]:</p> <p>USLA Project Manager Bell Atlantic Room 509 125 High Street Boston, MA 02110 E-Mail: Collocation.applications@BellAtlantic.com</p> <p>[Former GTE service areas]:</p> <p>**CLEC's Account Manager</p> <p>5.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to **CLEC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").</p> <p>5.7 **CLEC shall pay to Verizon fifty percent (50%) of the</p>	<p>connected.</p> <p>5.5 To order access to a Sub-Loop, **CLEC must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a **CLEC COPIC. To make such a request, **CLEC must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which **CLEC wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of **CLEC's demand for access to Sub-Loops at the requested FDI. **CLEC must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. **CLEC must submit Sub-Loop Interconnection Applications to:</p> <p>[Former Bell Atlantic services areas]:</p> <p>USLA Project Manager Bell Atlantic Room 509 125 High Street Boston, MA 02110 E-Mail: Collocation.applications@BellAtlantic.com</p> <p>[Former GTE service areas]:</p> <p>**CLEC's Account Manager</p> <p>5.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to **CLEC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of **CLEC's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if **CLEC breaches its payment obligation under this Section 5.7. Upon Verizon's completion of the work that Verizon must perform to provide **CLEC with access to a Sub-Loop, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.</p> <p>5.8 After Verizon has completed the installation of the interconnecting cable to a **CLEC COPIC and **CLEC has paid the full cost of such installation, **CLEC can request the cross connection of Verizon Sub-Loops to the **CLEC COPIC. At the same time, **CLEC shall advise Verizon of the services that **CLEC plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. **CLEC shall run any crosswires within the COPIC.</p> <p>5.9 If **CLEC requests that Verizon reactivate an unused drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the **CLEC dial tone or equivalent from the COPIC. If **CLEC requests that Verizon install a new drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If **CLEC requests that Verizon provide **CLEC with access to a Sub-Loop that, at the time of **CLEC's request, Verizon is using to provide service to a</p>	<p>work (a "Sub-Loop Interconnection Cost Statement").</p> <p>5.7 **CLEC shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of **CLEC's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if **CLEC breaches its payment obligation under this Section 5.7. Upon Verizon's completion of the work that Verizon must perform to provide **CLEC with access to a Sub-Loop, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.</p> <p>5.8 After Verizon has completed the installation of the interconnecting cable to a **CLEC COPIC and **CLEC has paid the full cost of such installation, **CLEC can request the cross connection of Verizon Sub-Loops to the **CLEC COPIC. At the same time, **CLEC shall advise Verizon of the services that **CLEC plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. **CLEC shall run any crosswires within the COPIC.</p> <p>5.9 If **CLEC requests that Verizon reactivate an unused drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the **CLEC dial tone or equivalent from the COPIC. If **CLEC requests that Verizon install a new drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p>Customer, then, after **CLEC has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, **CLEC shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the **CLEC's long-term number portability request.</p> <p>5.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.</p> <p>5.11 Verizon shall provide **CLEC with access to a Sub-Loop in accordance with negotiated intervals</p> <p>5.12 Verizon shall repair and maintain a Sub-Loop at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then **CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to</p>	<p>install a new drop and NID. If **CLEC requests that Verizon provide **CLEC with access to a Sub-Loop that, at the time of **CLEC's request, Verizon is using to provide service to a Customer, then, after **CLEC has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, **CLEC shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the **CLEC's long-term number portability request.</p> <p>5.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.</p> <p>5.11 Verizon shall provide **CLEC with access to a Sub-Loop in accordance with negotiated intervals</p> <p>5.12 Verizon shall repair and maintain a Sub-Loop at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then **CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions,</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	<p data-bbox="425 232 1093 384">**CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</p> <p data-bbox="425 419 851 447">5.13 <u>Collocation in Remote Terminals.</u></p> <p data-bbox="425 482 1093 634">To the extent required by Applicable Law, Verizon shall allow **CLEC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.</p>	<p data-bbox="1123 232 1791 480">Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</p> <p data-bbox="1123 515 1549 543">5.13 <u>Collocation in Remote Terminals.</u></p> <p data-bbox="1123 578 1791 730">To the extent required by Applicable Law, Verizon shall allow **CLEC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.</p> <p data-bbox="1123 764 1306 792">6. <i>Inside Wire</i></p> <p data-bbox="1123 827 1791 1407"><i>6.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to **CLEC access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for **CLEC. **CLEC may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide **CLEC with access to House and Riser Cables in accordance with, but only to the extent required by,</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p><i>Applicable Law.</i></p> <p><i>**CLEC must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:</i></p> <p><i>6.1.1 **CLEC shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.</i></p> <p><i>6.1.2 If suitable space is available, **CLEC shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.</i></p> <p><i>6.1.3 **CLEC's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that **CLEC's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.</i></p> <p><i>6.1.4 **CLEC shall identify its terminal block and equipment as a **CLEC facility.</i></p> <p><i>6.2 To provide **CLEC with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for **CLEC, (c) secure space for **CLEC in any building, (d) secure access to any portion of a building for **CLEC or (e) reserve space in any building for **CLEC.</i></p> <p><i>6.3 **CLEC must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to **CLEC service by means of a House and Riser Cable subject</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p>to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to **CLEC's termination block, and Verizon shall determine how to perform such installation. **CLEC shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to **CLEC in accordance with **CLEC's order for such services.</p> <p>6.4 If a **CLEC compatible connecting block or spare termination on **CLEC's connecting block is not available at the time of installation, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.</p> <p>6.5 Verizon shall perform all installation work on Verizon equipment. All **CLEC equipment connected to a House and Riser Cable shall comply with applicable industry standards.</p> <p>6.6 Verizon shall repair and maintain a House and Riser Cable at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then **CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge</p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p><i>set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</i></p> <p><i>8. Network Interface Device</i></p> <p><i>(8.1) Subject to the conditions set forth in Section 1 and at **CLEC's request, Verizon shall permit **CLEC to connect a **CLEC Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 8. Verizon shall provide **CLEC with access to NIDs in accordance with, but only to the extent required by, Applicable Law. **CLEC may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining **CLEC NID deployed by **CLEC or, if an entrance module is available in the Verizon NID, by connecting a **CLEC Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.</i></p> <p><i>8.2 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.</i></p> <p><i>8.3 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.</i></p> <p><i>8.4 In no case shall **CLEC remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.</i></p>

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		<p>8.5 In no case shall **CLEC remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.</p> <p>8.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer).</p> <p>When **CLEC is connecting a **CLEC-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, **CLEC does not need to submit a request to Verizon and Verizon shall not charge **CLEC for access to the Verizon NID. In such instances, **CLEC shall comply with the provisions of Sections 8.2 through 8.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 6 of this Agreement.</p> <p>8.7 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), **CLEC may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:</p> <p>8.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, **CLEC may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.</p> <p>8.7.2 **CLEC may request Verizon to make other rearrangements to the Inside Wire terminations or terminal</p>